

EXHIBIT D

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

RLI INSURANCE COMPANY, : CIVIL ACTION

Plaintiff

vs.

INDIAN RIVER SCHOOL
DISTRICT and EDiS
COMPANY and BECKER
MORGAN GROUP, INC.,

Defendants : NO. 05-858

Oral deposition of PATRICK C.

MILLER, taken at the law offices of Seitz,
Van Ogtrop & Green, P.A., 222 Delaware Avenue,
Suite 1500, Wilmington, Delaware, on Tuesday,
March 27, 2007, at 10:15 a.m., before Karyn
M. Geftman, a Registered Professional
Reporter, an Approved Reporter of the United
States District Court, pursuant to notice.

KARYN M. GEFTMAN & ASSOCIATES
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Certified Court Reporters (NJ)
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Patrick C. Miller

1 A. Yes.

2 Q. Do you recall being notified in this
3 particular instance that RLI was requesting
4 that Indian River cease making payments to
5 McDaniel?

6 A. No.

7 Q. That was never --

8 A. I don't ever recall that even today
9 being a statement from them.

10 Q. So as we sit here today you have no
11 recollection of anyone ever telling you that
12 RLI had requested that Indian River not make
13 any further payments to Mr. McDaniel or to
14 his company.

15 A. That's correct.

16 Q. I'm going to show you what was
17 marked at Mr. Weer's deposition as Weer-25.
18 That's the buildings and grounds meeting
19 minutes from October 11th of 2004.

20 Can you take a look at that.

21 A. Okay.

22 Q. Have you seen that before?

23 A. Yes.

24 Q. Were you in attendance at that

Patrick C. Miller

1 form.

2 A. Yes, sir.

3 BY MR. SHIELDS:

4 Q. And have you done that on occasion
5 in the course of your tenure?

6 A. Yes, sir.

7 Q. So if it had been reported to you
8 that RLI had asked the school district to
9 stop paying McDaniel, you would have stopped
10 paying McDaniel subject to further direction?

11 MR. AMADIO: Objection to
12 form.

13 A. Yes, sir.

14 BY MR. SHIELDS:

15 Q. And you were not told that that was
16 -- by anyone?

17 MR. AMADIO: Objection to
18 form.

19 A. I do not have any recollection to
20 that.

21 BY MR. SHIELDS:

22 Q. I'll rephrase the question.

23 A. I have no awareness of that.

24 Q. Did anyone from EDiS ever tell you

Patrick C. Miller

1 that the bonding company had requested or
2 directed that McDaniel not be paid after any
3 point in time?

4 MR. AMADIO: Objection to
5 form.

6 A. No, sir.

7 BY MR. SHIELDS:

8 Q. Did anyone from Becker Morgan ever
9 tell you that?

10 MR. AMADIO: Objection to
11 form.

12 A. Not that I'm aware of.

13 BY MR. SHIELDS:

14 Q. As we sit here today neither EDiS
15 nor Becker Morgan has been paid since October
16 of 2004 for their work on Sussex Central; is
17 that correct?

18 A. That is correct.

19 Q. Are you aware of any agreement
20 between the school district and Becker Morgan
21 relating to the status of that payment, those
22 payments?

23 A. No, sir.

24 Q. Are you aware of any reservation of